

RESTRICTIVE COVENANT

OWNERS: Harry M. Whittington
Mercedes B. Whittington
Sally Whittington May
Margaret Whittington Puckett
Mercedes Whittington Gregg
Claire E. Whittington 1990 Trust
Margaret Lynn Puckett 1989 Trust
Sara Whittington May 1989 Trust
Caroline Elizabeth Puckett 1989 Trust
Michael Erskine May 1989 Trust
Camille Meriwether May 1989 Trust
William Tyndale Puckett, Jr. 1989 Trust

ADDRESS: P.O. Box 357, Austin, TX 78767

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lots 1, 2, and 3, Block 58, Original City of Austin, as more particularly described in the plat or map filed in the General Land Office of the State of Texas (the "Property"),

WHEREAS, the Owner ("Owner" whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. The Owners shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on November 8, 2012. Design, permitting and construction of streetscape improvements will be at Owner's expense. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Planning and Development Review Department. The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.

2. Owner agrees to establish loading dock policies to ensure that deliveries are scheduled by appointment.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2012.

OWNERS:

By: _____
Harry M. Whittington

By: _____
Mercedes B. Whittington

By: _____
Sally Whittington May, Individually and
Trustee of the Claire E. Whittington 1990
Trust, Margaret Lynn Puckett 1989 Trust,
Sara Whittington May 1989 Trust,
Caroline Elizabeth Puckett 1989 Trust,
Michael Erskine May 1989 Trust,
Camille Meriwether May 1989 Trust, and
William Tyndale Puckett, Jr. 1989 Trust

By: _____
Margaret Whittington Puckett, Individually
and Trustee of the Claire E. Whittington
1990 Trust, Margaret Lynn Puckett 1989
Trust, Sara Whittington May 1989 Trust,
Caroline Elizabeth Puckett 1989 Trust,
Michael Erskine May 1989 Trust,
Camille Meriwether May 1989 Trust, and
William Tyndale Puckett, Jr. 1989 Trust

By: _____
Mercedes Whittington Gregg, Individually
and Trustee of the Claire E. Whittington
1990 Trust, Margaret Lynn Puckett 1989
Trust, Sara Whittington May 1989 Trust,
Caroline Elizabeth Puckett 1989 Trust,
Michael Erskine May 1989 Trust,
Camille Meriwether May 1989 Trust, and
William Tyndale Puckett, Jr. 1989 Trust

APPROVED AS TO FORM:

Chad Shaw
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by Harry M. Whittington.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by Mercedes B. Whittington.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by Sally Whittington May, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by Margaret Whittington Puckett, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2012, by Mercedes Whittington Gregg, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.

Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: J. Collins, Paralegal